



CFN 2023R0478308
 OR BK 33789 Pgs 2238-2245 (8Pgs)
 RECORDED 07/12/2023 10:46:59
 JUAN FERNANDEZ-BARQUIN
 CLERK OF THE COURT & COMPTROLLER
 MIAMI-DADE COUNTY, FL

This instrument was prepared by:
 Name: Ines Marrero-Priegues, Esq.
 Address: Holland & Knight, LLP
 701 Brickell Avenue, Suite 3300
 Miami, Florida 33131

(Space Above For Recorder's Use Only)

DECLARATION OF EASEMENTS AND OPERATING AGREEMENT

THIS DECLARATION OF EASEMENTS AND OPERATING AGREEMENT (this "Agreement") is made and entered into this 12 day of May, 2023, by **Doral 107th Center, LLC**, a Florida limited liability company ("Declarant"), whose address is 3905 NW 107th Avenue, Suite 501, Miami, Florida 33178

RECITALS:

A. Declarant is the owner of land more particularly described on Exhibit "A" lying and situated in the City of Doral, Miami-Dade County, Florida (the "Property").

B. The Property is subject to a certain instrument entitled ["Covenant Running with the Land in Lieu of Unity of Title"] recorded on [7/12/2023] in Official Records Book 33789, at Page [2229] of the Public Records of Miami-Dade County, Florida (as amended, restated, supplemented and replaced from time to time, the "Covenant").

C. The Covenant provides, *inter alia*, that Declarant will not convey portions of the Property to other parties (thereby creating multiple owners of legal title to the Property) unless the Property is bound by and subject to an "Easement and Operating Agreement", as more particularly described in the Covenant.

D. Declarant desires to enter into this Agreement consistent with the terms and conditions set forth in the Covenant. Accordingly, this Agreement is (and shall be deemed to be) the "Easement and Operating Agreement" contemplated by the Covenant for all purposes thereof.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Grant of Easements.** Declarant hereby grants to all future owners of any parcel within the Property, and to their respective tenants, customers, invitees, and licensees subject to such reasonable limitations as shall be imposed by the owner and holder thereof, and reserves unto itself and its tenants, customers, invitees, and licensees, the non-exclusive right to the following easements, reservations, and agreements, which have been determined to be acceptable by the



Director of the City of Doral Planning and Zoning Department, with all others referenced in the Covenant deemed waived:

- (i) easements in the common area of each parcel for ingress to and egress from other parcels;
- (ii) easements in the common area of each parcel for the passage and parking of vehicles;
- (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
- (iv) easements for access roads across the common area of each parcel to public and private roadways;
- (v) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
- (vi) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;
- (vii) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like; and
- (viii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

3. **Property Maintenance.** Declarant and all future owners of any parcel within the Property shall maintain and keep in good repair the common areas, facilities and improvements referenced herein, and shall keep the same free and clear of rubbish and obstructions of every nature and shall provide adequate drainage and lighting thereon. The parking areas and rights-of-way for each parcel, shall be constructed in such manner as to meet at equal grades and no obstruction shall be erected or permitted upon either parcel that will in any way interfere with any rights granted by this Agreement.

4. **Rights of Designees.** The easements set forth in this Agreement shall benefit the Declarant, its successors, and their designated licensees, invitees, guests and patrons provided, however, that nothing contained herein shall be deemed to be a dedication, conveyance or grant to the public in general nor to any persons or entities except as expressly set forth herein.

5. **Master Agreements.** Notwithstanding anything contained herein to the contrary, the easements established by this Agreement may be further defined in and shall be subject to the terms, conditions, restrictions and limitations of that certain Declaration of Covenants, Restrictions and Easements for CityPlace at Park Square and/or other agreements filed or to be filed of public record in Miami-Dade County, Florida (as amended, restated, supplemented and replaced from time to time, the "**Master Agreements**"), and any and all rules, regulations, guidelines, criteria and other requirements contained therein or promulgated thereunder. Some or all of the rights, obligations and responsibilities of Declarant and the Owners under this



Agreement may be delegated to, assumed by and/or regulated by a master association, for-profit entity and/or other regime established or otherwise responsible under the Master Agreements for the governance of the Property or certain portions thereof (including without limitation certain areas and/or facilities within the Project that are shared by more than one Owner or portion of the Project or located in one portion of the Project but used exclusively by another Owner or portion of the Project), either in conjunction with or in lieu of Declarant or any other Owner, to facilitate the development, maintenance, management, operation and use of the Project or the applicable portion thereof.

6. **Owner.** The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property as hereinabove provided. However, for purposes of this Agreement, with respect to any portion of the Property that has been submitted to the condominium form of ownership or another collective ownership structure (a "Submitted Portion"), the condominium association, property owners' association or other entity governing such Submitted Portion shall be deemed to be the Owner of such Submitted Portion, even though it may not actually own any portion of such Submitted Portion. Notwithstanding the foregoing, any easements of use and enjoyment granted hereunder to Owners shall be deemed to also be granted to the owners of the various portions of the Submitted Portion (and their Permitted Users) to the extent permitted under this Agreement, the Master Agreements and the declaration governing the Submitted Portion.

7. **Amendment/Release.** The provisions of this instrument may be amended, released or modified by a written instrument executed by the then Owner(s) of the Property or portion thereof, with joinders by all mortgagees, if any, provided the same is also approved by the Director of the Planning and Zoning Department, or her/his successor. Should this Declaration be so modified or amended, the Director of the Planning and Zoning Department or her/his successor, shall forthwith execute or written instrument effectuating and acknowledging such amendment or modification.

8. **Severability.** If any provision of this Agreement shall be invalid or shall be determined to be void by any court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. **Headings.** The headings set forth herein are merely for convenience and shall not be deemed to in any way expand or limit the interpretation of the provisions of this Agreement.

10. **Term.** This Agreement shall become effective upon recordation and shall continue for a term of 30 years from the effective date, thereafter automatically renewed for 10 year periods, unless released sooner with the written consent of the then owner(s) of the Property with the prior approval of the Director of the City of Doral Planning and Zoning Department or his/her successor.

11. **Covenant Running with the Land.** The easements hereby granted and the requirements herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, any




subsequent owners of all or any part of the premises described on Exhibit "A" hereof, and all persons claiming under them.

12. **Remedies.** Enforcement of this Agreement shall be exclusively by action at law or in equity against any parties or persons violating or attempting to violate any provision of this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney, at trial and appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

13. **Further Assurances.** This Agreement shall not be more strictly construed against any one of the parties in any claim under any provisions hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

IN WITNESS whereof, the parties have signed this Agreement as of the day and year first above written.

- SIGNATURE PAGES FOLLOW -

A handwritten signature in black ink, appearing to be a stylized name, possibly "J. P. [unclear]".

IN WITNESS WHEREOF, Declarant has executed this Agreement as of the day and year first above written.

WITNESSES:

Print Name: Juan C Valdes

Print Name: _____

Doral 107th Center, LLC, a Florida limited liability company

By: _____

Name: Benito Irastorza

Title: Manager

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of May, 2023, by Benito Irastorza, as Manager of Doral 107th Center, LLC, a Florida limited liability company, on behalf of the said limited liability company and for the purposes stated above. He/she personally appeared before me, is personally known to me or produced _____ as identification, and who acknowledges that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

Witness my signature and official seal this 12th day of May, 2023, in the county and state aforesaid.

My Commission Expires:

Notary Public, State of Florida

Print Name: Juan C Valdes



CITY OF DORAL, FLORIDA

ATTEST:

[Signature]
City Clerk

By: [Signature]
City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

STATE OF FLORIDA)
CITY OF Doral) ss:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of June, 2023, by City Manager, City Clerk and Mayor, respectively, who are personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

[Signature]
Print Name: Kenia Palau
Notary Public, State of Florida
Commission #: HH 212982
My Commission Expires: 1/30/2026

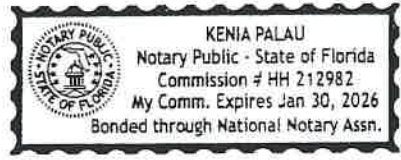


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that portion lying of the West of the East 896.21 feet of Tract 28, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, in Section 29, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida. Less the West 75.00 feet thereof and Less the South 35.00 feet thereof and Less the external area created by a 52.00 foot radius arc, concave to the Northeast, tangent to the East line of the West 75.00 feet of said Tract 28 and tangent to the North line of the South 35.00 feet of said Tract 28, for Road Right-of-Way.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on JUL 12 2023 day of AD 26

WITNESS my hand and Official Seal,
Clerk of Circuit and County Courts
By Nicole Davis D.C.

NICOLE DAVIS #79943

